

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

Caption in compliance with D.N.J. LBR 9004-2(c)

Greenbaum, Rowe, Smith & Davis LLP

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Attorneys for the Debtor
David L. Bruck, Esq.

In re:

MUNIRE FURNITURE COMPANY, INC.,

Debtor.

Case No.: 14-29229-CMG

Chapter 11 (CMG)

**NOTICE OF CLOSING OF SALE OF SUBSTANTIALLY ALL OF THE ASSETS
OF DEBTOR FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES**

Munire Furniture Company, Inc. (the "Debtor"), respectfully provides Notice of the Closing of the Sale of Substantially All of the Assets of Debtor Free and Clear of Liens, Claims, Interests and Encumbrances to Heritage Baby Products LLC (the "Purchaser") as follows:

1. Purchaser and Munire Furniture Company, Inc. (the "Seller") are parties to that certain Asset Purchase Agreement (the "Agreement")¹ dated as of November 5, 2014 and as amended.

2. On November 25, 2014, the United States Bankruptcy Court for the District of New Jersey (the "Court") entered the *Order (I) Authorizing the Sale of Substantially All of the Assets of Debtor Free and Clear of Liens, Claims, Interests*

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

and Encumbrances, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and/or Transfer of Designation Rights, (III) Extending the Deadline to Assume or Reject Unexpired Leases of Non-Residential Real Property Leases and (IV) Granting Related Relief (the "Sale Order") [Doc. No. 171], which was subsequently amended by entry of a *Consent Order* (the "Consent Order") [Doc. No. 204] on December 23, 2014.

3. Debtor hereby provides notice to all parties in interest that the sale contemplated by the Agreement, as amended, and approved by the Sale Order and the Consent Order, closed on December 23, 2014, effective as of December 16, 2014.

4. Attached hereto as **Exhibit A** are true and correct copies of the signature pages to the Agreement, which were transmitted between the parties as part of the closing.

5. Attached hereto as **Exhibit B** are true and correct copies of the signature pages to that certain Transition Services Agreement, which were transmitted between the parties as part of the closing.

6. Attached hereto as **Exhibit C** are true and correct copies of the final versions of the schedules to the Agreement, which were adopted and approved as part of the closing.

Greenbaum, Rowe, Smith & Davis LLP
Attorneys for Debtor

BY: 

David L. Bruck

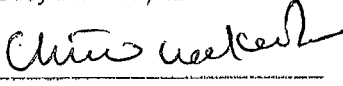
Dated: December 31, 2014

EXHIBIT A

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

Heritage Baby Products, LLC

By: 
Name: Venkata Chinni
Title: President 12/3/14

SELLER:

Munire Furniture Company, Inc.

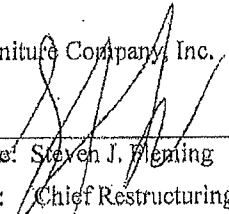
By: 
Name: Steven J. Fleming
Title: Chief Restructuring Officer

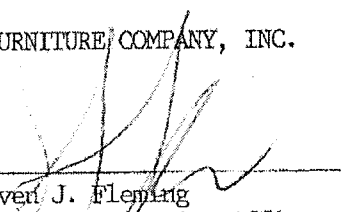
EXHIBIT B

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SELLER

MUNIRE FURNITURE COMPANY, INC.

By: 
Name: Steven J. Fleming
Title: Chief Restructuring Officer

PURCHASER

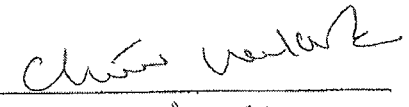
By: 
Name: Venkata Chinni
Title: CEO/President 12/23/14

EXHIBIT C

Schedule 2.1(b)(i) - Contracts

None. All executory contracts and unexpired leases, unless otherwise rejected on schedule 2.2, are Designated Contracts.

Sched. 2.1(b)(ii) - Intellectual Property

Type of Intellectual Property	Name or Description of Brand	Filing Number	Registration Number	Expiration Date	Status
Trademark	Baby Cache	78431021	3136676	8/29/2016	Active
Logo	Baby Cache	85795307	4383394	8/13/2018	Active
Trademark	Baby Cache Elite	85795337	4383396	8/13/2018	Active
Logo	Baby Cache Elite	85795359	4383397	8/13/2018	Active
Trademark	Suite Bebe	85394576			Pending
Logo	Suite Bebe	85619249	4271369	1/8/2018	Active
Trademark	Lifetime Crib	78409933	3303417	10/2/2017	Active
Trademark	Munire Furniture	85425777	4142245	5/15/2017	Active
Logo	Munire Furniture				Pending
Trademark	Munire	85627079	4271683	1/8/2018	Active
Logo	Munire				Pending
Trademark	Sopora	85568051	4267296	1/1/2018	Active
Logo	Sopora	85627120	4261546	12/18/2017	Active
Trademark	Nursery Chatter	85625833	4268141	1/1/2018	Active
Logo	Nursery Chatter	85619237	4267961	1/1/2018	Active

*Subject to correction based on IP search

Sched. 2.1(b)(xviii) - Avoidance Actions Being Assigned to Purchaser

Name
Apex Shipping Co. (NYC) Inc.
Dragon International Furniture
Genesis Products, Inc.
GoldenFortune Co., Ltd
Intertek Testing Services HK
OEC Group New York
Bureau Veritas Vietnam
PT Kurnia Anggun
Qingdoa Moonbay Childrens
Quality Foam & Sleep Products
SGS North America Inc.
Style Craft Furniture Mfg.
SWK Technologies, Inc.
United Finishers, Inc.

SCHEDULE 2.2

Rejected Agreements

Shareholders' Agreement between Shareholders and Seller, dated May 16, 2005.

Schedule 2.3 - In-Transit Inventory

Description

Not applicable , all in-transit inventory is being assumed by Purchaser

SCHEDULE 3.1

**Deposits and Payments for
Manufacturing Orders made after
Asset Purchase Agreement
Execution and Prior to Closing
Consented to by Purchaser**

None

Schedule 3.1(e)(ii)Accounts Receivable and Inventory Value Assignment

Not applicable per Consent Order dated 12/23/14

SCHEDULE 5.9

Accounts Receivable Setoffs

None

SCHEDULE 5.11(b)

Intellectual Property Proceedings

None

SCHEDULE 5.13(a)

Seller Benefit Plan Exceptions

None

SCHEDULE 5.13(b)

Seller Benefit Plan Exceptions

None

SCHEDULE 5.13(d)

Union Contracts

None

Schedule 5.13(e) - Mass Layoffs

Termination of Echelon employees at Gas City, Indiana plant

SCHEDULE 5.14

Permit Exceptions

None

SCHEDULE 5.15(a)

Tax Return Exceptions

None

SCHEDULE 5.15(b)

Tax Exceptions

None

Sched. 5.16 - Insurance

Carrier	Policy Number	Type of Insurance	Policy Dates
Liberty Mutual	WC5-33S-365068-014	Workers compensation	7/30/14-15
AXIS	EAU761492012014	Umbrella liability -primary	7/7/14-15
RSUI Indemnity	NHA068173	Umbrella - 1st excess layer	7/7/14-15
Endurance American	EXC10004088901	Umbrella - 2nd excess layer	7/7/14-15
C.N.A.	C4032670545	Business Auto	7/7/14-15
Westchester Fire Ins.	G27470464001	Employment Practices Liability	7/7/14-15
Navigators	GA114CGL088557IC	General liability	7/7/14-15
Hartford Fire	13BDDFL1848	ERISA bond	5/28/12-15
C.N.A.	C4026751159	Property-excl stock in whrs	1/1/14-15
Aspen	OCA7Y0311	Ocean/stock reporter	1/1/14-15
Ace	ADDNO4965863	Traveler accident	7/7/12-15
Horizon Blue Cross B S of NJ	A/C #516432503	Medical Insurance	8/1/14-15
GUARDIAN - Dental and Vision	GR. ID 00 476079	Dental and Vision	8/1/14-15